

1 II. For purposes of amicably resolving and closing the above-referenced
2 matters the Respondent agrees to the following terms and conditions and the
3 Department accepts the same:

- 4 1. The Respondent agrees that it has voluntarily entered into this
5 Agreement without reliance upon any discussions between the
6 Department and Respondent, without promise of a benefit of any kind
7 (other than concessions contained in this Agreement), and without
8 threats, force, intimidation, or coercion of any kind. The
9 Respondent further acknowledges its understanding of the nature of
10 the offenses stated above, including the penalties provided by law.
- 11 2. The Respondent agrees to waive any and all rights to a hearing and
12 appeal thereof.
- 13 3. The Respondent agrees that it will not deny the factual basis for
14 this Agreement to which it has stipulated above and will not give
15 conflicting statements about such facts or its involvement in the
16 stipulated facts.
- 17 4. The Respondent agrees that all terms of this Agreement are
18 contractual and none is a mere recital.
- 19 5. The Respondent agrees to faithfully complete the surrender process.
- 20 6. The Respondent will pay a fine for violation of the Chapter and
21 Rules in the amount of \$5000.00. The Department agrees to suspend
22 \$3,500.00 of said fine if payments are made as agreed below.
- 23 7. The Respondent will pay all invoices currently due, totaling
24 \$2,335.00, via the payment schedule below.
- 25 8. Said amounts are to be paid as follows: \$1,000.00 due September 1,
2007; \$1,000.00 due October 1, 2007; \$1,000.00 due November 1, 2007;
\$835.00 due December 1, 2007.
9. The Respondent acknowledges that failure to make payment as agreed
above or further violations of law will result in imposition of the
suspended fine without notice or hearing, license action and
additional administrative fines.
10. Each person who signs this Consent Order in a representative
capacity warrants that his or her execution of this Consent Order is
duly authorized, executed, and delivered by and for the entity for
which he signs.

1 This Agreement represents the complete and final resolution of, and discharge
2 of any basis for any civil or administrative proceeding by the Department
3 against the Respondent for violations arising as a result of or in connection
4 with any actions or omissions by the Respondent through the date of this
5 Order as it applies to the allegations of the above captioned cause;
6 provided, however, this release does not apply to facts not known by the
7 Department or not otherwise provided by the Respondent to the Department as
8 of the date of this Order. This agreement does not preclude any consumer from
9 filing a claim pursuant to RSA 383:10-d. The Department expressly reserves
10 its right to pursue any administrative or civil action or remedy available to
11 it should the Respondent breach this Agreement or in the future violate the
12 Act or rules and orders promulgated thereunder.

13
14 **WHEREFORE**, based on the foregoing, we have set our hands to this Agreement,
15 with it taking effect upon the signature of Peter C. Hildreth, Bank
16 Commissioner.

17 Recommended this 20th day of September, 2007 by

18 /s/

19 James Shepard, Staff Attorney, Banking Department

20 Executed this 18th day of September, 2007.

21 /s/

22 Stephen Brunelle, as representative for Respondents

23 STATE OF

24 COUNTY OF

25 The foregoing instrument was acknowledged before me this 18th day of
September, 2007, by Stephen Brunelle of the above-named entity, on behalf of
the organization.

[ed: signature was properly notarized]

Notary Public / Justice of the Peace

My Commission Expires:

1
2 FINDING THE ABOVE CONSENT ORDER AND THE AGREEMENTS CONTAINED THEREIN TO BE IN
3 THE PUBLIC INTEREST IT IS;

4 SO ORDERED

5 this 12th day of October, 2007.
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7 /s/
8 Peter C. Hildreth,
Bank Commissioner
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